

BEVOISE & PLIMPTON 17028

RECORDATION NO. FILED 1425

875 THIRD AVENUE
NEW YORK, NY 10022

(212) 909-6000

17028

CABLE DEBSTEVE NEW YORK
TELEX 234400 DEBS UR
TELECOPIER (212) 909-6836

SEP 27 1990 - 12 05 PM

555 13TH STREET, N.W.
WASHINGTON, DC 20004
TELEPHONE (202) 383-8000
TELEX 405586 DPDC WUUD
TELECOPIER (202) 383-8118

333 SOUTH GRAND AVENUE
LOS ANGELES, CA 90071
TELEPHONE (213) 680-8000
TELEX 401527 DFLA
TELECOPIER (213) 680-8100

12 AVENUE D'EYLAU
75116 PARIS
TELEPHONE (33-1) 47 04 46 04
TELEX 648141F DPPAR
TELECOPIER (33-1) 47 35 16 95

1 CREED COURT, 5 LUDGATE HILL
LONDON EC4M 7AA
TELEPHONE (44-71) 329 0779
TELEX 88 4569
TELECOPIER (44-71) 329 0860

GEORGE N. LINDSAY
ROSSELL B. PERKINS
ROBERT B. VON MEHREN
MICHAEL HARPER GOFF
WILLIAM B. MATTESON
BARRY R. BRYAN
RICHARD D. KAHN
ASA ROUNTREE
GEORGE B. ADAMS
ROBERT J. BENIESSE
ANDREW J. HARTZELL, JR.
PHILIP S. WINTERER
LOUIS BEGLEY
GUY PASCHAL
DAVID V. SMALLER
CECIL WRAY, JR.
JAMES C. GOODALE
JUDAH BEST
JOHN F. JOHNSTON 2ND
ROBERT L. KING
BEVIS LONGSTRETH
MEREDITH M. BROWN
BRUCE D. HAIMS
STANDISH FORDE MEDINA, JR.
EDWARD A. PERELL
THEODORE A. KURZ
HUGH ROWLAND, JR.
ROBERT J. GIBBONS
BARBARA PAUL ROBINSON
JONATHAN A. SMALL
VINCENT M. SMITH
PAUL H. WILSON, JR.
RICHARD GOODYEAR
WOLCOTT B. DUNHAM, JR.

JEFFREY S. WOOD
STEVEN M. ALDEN
JOHN H. HALL
JOHN G. KOELTL
RALPH C. FERRARA
JAMES A. KIERNAN III
ROBERT R. BRUCE
HANS BERTRAM-NOTHNAGEL
MARTIN FREDERIC EVANS
STEVEN R. GROSS
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MARIO L. BAEZA
WOODROW W. CAMPBELL, JR.
MARCUS H. STROCK
RALPH R. ARDITI
DAVID A. DUFF
LOREN KIEVE
BRUCE G. MERRITT
JONATHAN R. BELL
ALAN H. PALEY
ROBERT J. CUBITTO
ERIC D. ROITER
ROBERT N. SHWARTZ
ROBERT J. STAFFARONI
DARIUS TENCZA
JOHN M. ALLEN, JR.
FRANCIS J. BLASSBERG
JOHN B. BRADY, JR.
STEVEN KLUGMAN
RICHARD D. BOHM
PETER L. BOROWITZ
BARRY MILLS
DEBORAH F. STILES
ANDREW N. BERG

MARCIA L. MAC HARG
STEVEN OSTNER
ROBERT F. QUAINANCE JR.
MICHAEL E. WILES
DANIEL M. ABUHOFF
BRUCE P. KELLER
JOHN S. KIERNAN
DAVID W. RIVKIN
BURT ROSEN
CHRISTOPHER SMEALL
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MICHAEL W. BLAIR
JEFFREY P. CUNARD
JOHN T. CURRY III
SETH L. ROSEN
EDWIN G. SCHALLERT
LAWRENCE K. CAGNEY
JOSEPH P. MOODHE

ELI WHITNEY DEBEVOISE
1899 1990

FRANCIS TP PLIMPTON
1900-1983

STANLEY R. RESOR
JOSEPH BARBASH
HAROLD H. HEALY, JR.
JAMES B. WELLES, JR.
OF COUNSEL

*NOT ADMITTED IN NEW YORK

SEP 27 1990 - 12 05 PM

0-2704020

September 27, 1990

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

17028 X 60.00

RECORDATION NO. FILED 1425

SEP 27 1990 - 12 05 PM

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303 are two copies of each of the Equipment Lease Agreement (BN 1990-D), dated as of September 14, 1990 ("Lease"), Lease Supplement (BN 1990-D) No. 1, dated September 27, 1990 ("Lease Supplement"), the Trust Indenture and Security Agreement (BN 1990-D), dated as of September 14, 1990 ("Indenture"), and Indenture Supplement (BN 1990-D) No. 1, dated September 27, 1990 ("Indenture Supplement"), the Lease and Indenture being primary documents and the Lease Supplement and Indenture Supplement being secondary documents.

The names and addresses of the parties to the enclosed documents are:

Lease and Lease Supplement

Lessor:

Wilmington Trust Company, as
Owner Trustee
Rodney Square North
Wilmington, Delaware 19890

Consent to record

Sidney L. Strickland, Jr.

-2-

September 27, 1990

Lessee: Burlington Northern Railroad
Company
777 Main Street
Fort Worth, Texas 76102

Indenture

Owner Trustee: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Indenture Trustee: The Connecticut National
Bank
777 Main Street
Hartford, Connecticut 06115

Indenture Supplement

Owner Trustee: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Lease Supplement.

Also enclosed is a check in the amount of \$60 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission's Index is:

The Equipment Lease Agreement (BN 1990-D), dated as of September 14, 1990, and Lease Supplement (BN 1990-D) No. 1, dated September 27, 1990, each between Wilmington Trust Company, as Owner Trustee, Lessor, and Burlington Northern Railroad Company, Lessee; the Trust Indenture and Security Agreement (BN 1990-D), dated as of

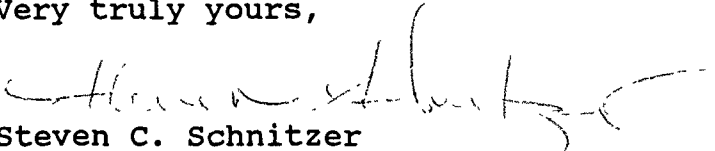
Sidney L. Strickland, Jr.

-3-

September 27, 1990

September 14, 1990, between Wilmington Trust Company, as Owner Trustee, and The Connecticut National Bank, as Indenture Trustee; and Indenture Supplement (BN 1990-D) No. 1, dated September 27, 1990, executed by the Owner Trustee, covering covered grain hopper railroad cars and gondola cars.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Steven C. Schnitzer", with a long horizontal flourish extending to the right.

Steven C. Schnitzer

Enclosures

10324858

Interstate Commerce Commission
Washington, D.C. 20423

9/27/90

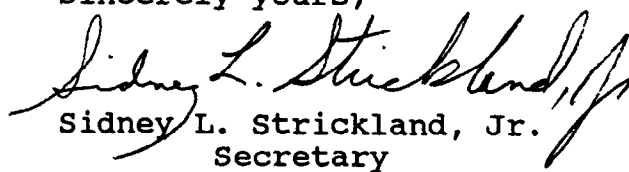
OFFICE OF THE SECRETARY

Debevoise & Plimpton
875 Third Avenue
New York, N.Y. 10022

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/27/90 at 12:05pm, and assigned recordation number(s) - 17028 17028-A, 17028-B, 17028-C

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17028
RECORDATION NO. _____

SEP 27 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT (BN 1990-D) NO. 1

Dated September 27, 1990

-A

between

WILMINGTON TRUST COMPANY,
Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE CONNECTICUT NATIONAL BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (BN 1990-D), DATED AS OF SEPTEMBER 14, 1990, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE CONNECTICUT NATIONAL BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 26.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September __, 1990, at __: __.M.
Recordation Number __, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on September __, 1990, at __: __.M.

LEASE SUPPLEMENT (BN 1990-D) NO. 1

LEASE SUPPLEMENT (BN 1990-D) NO. 1 dated September 27, 1990 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (BN 1900-D) dated as of September 14, 1990 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate(s) of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The Closing Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$20,877,750 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 4 and 5 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of September 14, 1990", the "Lease Agreement, dated as of September 14, 1990" or the "Lease, dated as of September 14, 1990," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee
have caused this Lease Supplement to be duly executed and
delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity except
as otherwise expressly provided but
solely as Owner Trustee

By: 

Name:

Title: Emmett R. Harmon
Vice President

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____

Name:

Title:

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) ss:

On this 17th day of September, 1990, before me personally appeared EMMETT R. HARMON, to me personally known, who being duly sworn, says that he/~~she~~ is a Corporate Trust Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on September 17, 1990 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

NOTARY PUBLIC
My Commission expires May 30, 1992

IN WITNESS WHEREOF, the Lessor and the Lessee
have caused this Lease Supplement to be duly executed and
delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity except
as otherwise expressly provided but
solely as Owner Trustee

By: _____
Name:
Title:

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: 
Name: Robert F. McKenney
Title: Vice President & Treasurer

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this 17th day of September, 1990, before me personally appeared Robert F. McKenney, to me personally known, who being duly sworn, says that he is a Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on September 17, 1990 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Kelly Murray
Notary Public

My Commission Expires:

August 23, 1993

10324235

SCHEDULE 1
Lease Supplement (BN 1990-D)

<u>Equipment</u>	<u>Quantity</u>	<u>Reporting Marks</u>
Covered Hoppers	195	BN466000-BN466194
Gondolas Cars	240	BN533401-BN533640

LEASE SUPPLEMENT (BN 1990-D) NO. 1

Dated

September 27, 1990

between

WILMINGTON TRUST COMPANY,
Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE CONNECTICUT NATIONAL BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (BN 1990-D), DATED AS OF SEPTEMBER 14, 1990, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE CONNECTICUT NATIONAL BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 26.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September __, 1990, at __: __.M.
Recordation Number __, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on September __, 1990, at __: __.M.

LEASE SUPPLEMENT (BN 1990-D) NO. 1

LEASE SUPPLEMENT (BN 1990-D) NO. 1 dated September 27, 1990 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (BN 1900-D) dated as of September 14, 1990 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate(s) of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The Closing Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$20,877,750 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 4 and 5 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of September 14, 1990", the "Lease Agreement, dated as of September 14, 1990" or the "Lease, dated as of September 14, 1990," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee
have caused this Lease Supplement to be duly executed and
delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity except
as otherwise expressly provided but
solely as Owner Trustee

By: 

Name: Emmett R. Harmon
Title: Vice President

LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: _____

Name:
Title:

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) ss:

On this 17th day of September, 1990, before me personally appeared EMMETT R. HARMON, to me personally known, who being duly sworn, says that he/~~she~~ is a Corporate Trust Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on September 17, 1990 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sanja F. Allen
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

NOTARY PUBLIC
My Commission expires May 30, 1992

IN WITNESS WHEREOF, the Lessor and the Lessee
have caused this Lease Supplement to be duly executed and
delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity except
as otherwise expressly provided but
solely as Owner Trustee

By: _____
Name:
Title:

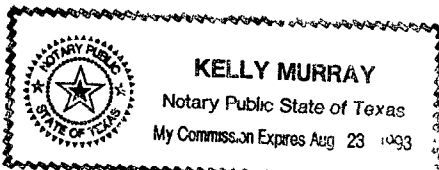
LESSEE:

BURLINGTON NORTHERN RAILROAD
COMPANY

By: 
Name: Robert F. McKenney
Title: Vice President & Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

On this 17th day of September, 1990, before me personally appeared Robert F. McKenney, to me personally known, who being duly sworn, says that he is a Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on September 7, 1990 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Kelly Murray
Notary Public

My Commission Expires:

August 23, 1993

10324235

SCHEDULE 1
Lease Supplement (BN 1990-D)

<u>Equipment</u>	<u>Quantity</u>	<u>Reporting Marks</u>
Covered Hoppers	195	BN466000-BN466194
Gondolas Cars	240	BN533401-BN533640